

This Indenture, Made this 25th day of January in the year of our Lord one thousand eight hundred and ninety eight between Charles Neustifter and Theresa Neustifter his wife of Eudora in the County of Douglas and State of Kansas of the first part, and Charles Lohmeyer of the second part,

Witnesseth, That the said part 1st of the first part in consideration of the sum of Two Hundred Sixty nine + 2/10 DOLLARS, to them duly paid, the receipt of which is hereby acknowledged, have sold and by these presents do grant, bargain, sell and mortgage to the said part 2^d of the second part his heirs and assigns forever, all that tract or parcel of land situated in the County of Douglas and State of Kansas, described as follows, to-wit: Lot Number Three (3) and the South half of Lot No Two (2) all in Block No. Two Hundred & Six (206) in the City of Eudora as designated by the Plat of said City on file of the Records of Douglas Co., Kas.

with all the appurtenances, and all the estate, title and interest of the said part 1st of the first part therein. And the said Charles Neustifter and Theresa Neustifter do hereby covenant and agree that at the delivery hereof they are the lawful owners of the premises above granted, and seized of a good and indefeasible estate of inheritance therein free and clear of all incumbrances, except a Mortgage there on in favor of Penelope Gardner for \$1,500.00 and interest thereon

This grant is intended as a Mortgage to secure the payment of the sum of Two Hundred and Sixty nine + 2/10 dollars.

according to the terms of One certain Promissory note this day executed and delivered by the said Charles Neustifter and Theresa Neustifter to the said part 2^d of the second part: copy of note - "Eudora Kansas, Jan'y 25th 1896" "I, Charles Neustifter, do hereby promise to pay to the order of Charles Lohmeyer at his office Two hundred sixty nine + 2/10 dollars with 8 percent interest per annum, payable annually, from date until paid. Value received. Signed Charles Neustifter, Theresa Neustifter" and this conveyance shall be void if such payments be made as herein specified. But if default be made in such payment, or any part thereof, or interest thereon, or the taxes, or if the insurance is not kept up thereon, then this conveyance shall become absolute, and the whole amount shall become due and payable, and it shall be lawful for the said part 2^d of the second part his executors, administrators and assigns, at any time thereafter, to sell the premises hereby granted, or any part thereof, in the manner prescribed by law, appraisement hereby waived or not at the option of the part 2^d of the second part the executors, administrators or assigns; and out of all the moneys arising from such sales, to retain the amount then due for principal and interest, together with the costs and charges for making such sales, and the overplus, if any there be, shall be paid by the part 2^d of the second part making such sale on demand to the said Charles Neustifter or his heirs and assigns.

In Witness Whereof, The said part 1st of the first part, have hereunto set their hand and seal the day and year first above written.

Signed and delivered in presence of

Chas Neustifter (SEAL.)
Theresa Neustifter (SEAL.)
(SEAL.)
(SEAL.)

STATE OF KANSAS, } SS.
County of Douglas

Be it Remembered, That on this 25th day of January, A. D. 1896, before me, Charles A. Hill, a Notary Public in and for said County and State, came Charles Neustifter and Theresa Neustifter to me personally known to be the same person—who executed the foregoing instrument, and duly acknowledged the execution of the same.

In Witness Whereof, I have hereunto set my hand and affixed my official seal on the day and year last above written.

My commission expires January 22^d 1900
Recorded January 29 A. D. 1896 at 12 o'clock M.

Charles A. Hill Notary Public.
James Brooks Register of Deeds.

*The following is endorsed on the original instrument.
This Note herein described having been paid in full
this mortgage is hereby released and the hereinbefore created discharge
is notwithstanding dated this 16th day of March A.D. 1901.
Charles Lohmeyer*

*Recorded March 16th 1901
C. M. Armstrong
Register of Deeds.*